

No. 03-11

RESOLUTION NO. 03-61

STATE OF MINNESOTA

DEPARTMENT OF ADMINISTRATION,
MUNICIPAL BOUNDARY ADJUSTMENTS

IN THE MATTER OF THE JOINT RESOLUTION
OF THE CITY OF ALEXANDRIA AND THE TOWN
OF ALEXANDRIA DESIGNATING CERTAIN
AREAS AS IN NEED OF IMMEDIATE ORDERLY
ANNEXATION PURSUANT TO MINNESOTA
STATUTES, SECTION 414.0325

**JOINT RESOLUTION FOR
ORDERLY ANNEXATION**

WHEREAS, the City of Alexandria ("City") and the Township of Alexandria ("Township") have entered into an Agreement for the orderly annexation of certain property, legally described in Alexandria Township Resolution No. 02-16 and City of Alexandria Resolution No. 02-104, pursuant to Minnesota Statutes, Section § 414.0325, and

WHEREAS, that Agreement provides that the phasing schedule contained therein may be waived via a separate joint resolution of the governing bodies, and

WHEREAS, the City and the Township mutually desire the immediate annexation of certain properties as described in this Joint Resolution,

NOW, THEREFORE, BE IT RESOLVED by the City of Alexandria, Douglas County, Minnesota, and the Township of Alexandria, Douglas County, Minnesota, as follows:

1. Upon approval by the respective governing bodies of the City and the Township, the City shall file this Joint Resolution with Municipal Boundary Adjustments, Department of Administration.
2. The parties hereto do hereby designate the following area as in need of immediate annexation; this area is legally described as follows, to wit:

All that part of Government Lot 3 and that part of Government Lot 2 of Section 9, Township 128 North, Range 37 West, lying west of the westerly right of way line of State Highway No. 29.

Also, all that part of Government Lot 4 of Section 9, Township 128 North, Range 37 West, lying north of the south right of way line of LeHomme Dieu Drive and east of the following described line; beginning at the intersection of a line 249.8 feet west and parallel with the east line of Government Lot 4 in Section 9 and the north right of way line of LeHomme Dieu Drive; thence North 0 degrees 1

minute 31 seconds East 429.15 feet to a point; thence North 42 degrees 41 minutes 28 seconds East, + or - 61 feet to the shoreline of Lake LeHomme Dieu and there terminating." (South LeHomme Dieu Drive area.)

and

N2SW4 of Section 8, Township 128, Range 37, ex: N 199' of S 337' (2 AC) of NW4SW4 AN IRREG 20.08 AC TRACT OF NW4SW4, .36 AC FOR RD & S 1083.22' OF E 402.14' (10 AC) OF NE4SW4. AC 47.81 (Sullivan)

and

"North Nokomis Addition", Section 8, Township 128, Range 37 AC 12.7 (Sullivan/KBJ/SUN WAY/LD)

and

That public road known as "Scenic Heights Road" from its junction with County Road 70 to its junction with "Deerwood Drive".

3. Tax levy phase-in: The City and Township state that the difference in City/Township tax rate to the owners of property annexed shall be equalized proportionally over a period of four years following its annexation to the City.
4. Township not harmed by annexation: The City and Township agree that the fiscal impact analysis conducted by Springsted, Inc. for the governing bodies in 2002 sets forth the parameters of tax-sharing and that the execution of the original orderly annexation agreement took place under the revenue projections contained therein. The parties mutually agree that the local share of the tax revenues derived from the current value of subject properties shall continue to be paid to Alexandria Township, as though the properties had not been annexed, until the occurrence of the annexation of Phase IV property as defined in the Joint Resolution (Alexandria Township Resolution No. 02-16 and City of Alexandria Resolution No. 02-104) at which time the provisions of Paragraph 9 of that Joint Resolution shall apply.
5. The subject properties shall be annexed by the City in accordance with the procedures outlined in this Paragraph:
 - A. Annexation: All the area is to be annexed upon approval by Municipal Boundary Adjustments or its successor agency, but no later than 30 days following Municipal Boundary Adjustment's receipt of this Joint Resolution.
 - B. The subject property is hereby designated for immediate annexation and will be annexed to the City after the execution of this Joint Resolution. Pursuant to Minnesota Statutes, Section 414.0325, the City and the Township state that no consideration by Municipal Boundary Adjustments is necessary, no alteration of the boundaries of the annexation area is appropriate and that all conditions of annexation have been provided for in this Joint Resolution. Municipal Boundary Adjustments may review and comment only, and within thirty (30) days of receipt of this Joint

Resolution, shall order the annexation of this territory in accordance with the terms and conditions contained in this Joint Resolution.

6. The City and Township state that any assessments for public improvements benefiting the annexed property which are still due the Township will be collected by the City under its normal assessment procedure and such payments will be returned to the Township until said assessments are paid. The Township agrees to provide the City such information as necessary to affect this action.
7. The City and Township state that the following municipal services shall be provided to substantially all property annexed under this Agreement, on the following schedule:

Water: Municipal water shall be extended to the parcels in this territory within three (3) years of the date of annexation (the City's annexing resolution). The City's assessment and connection process is outlined in the attached Exhibit B and incorporated as a part of this Joint Resolution.

Street Lighting: The City will provide street lighting in accordance with the process outlined in Exhibit B. attached to and incorporated within this Joint Resolution.

Public Safety: The annexed property will begin being served by the Alexandria Police Department and Fire Department immediately upon notification by Municipal Boundary Adjustments of the completion of the annexation.

Streets and Roads: For public streets and roads located within this area, the City's Street department will assume responsibility and authority on October 1, 2004.

8. Having designated the area described in Paragraph 2 as in need of immediate annexation, and having provided for all of the conditions of its annexation within this document as pursuant to Minnesota Statutes, Section § 414.0325, the City and Township agree that the City may file this Joint Resolution with Municipal Boundary Adjustments or its successor agency. Upon receipt of this Joint Resolution, Municipal Boundary Adjustments may review and comment, but shall within thirty (30) days of receipt of said Joint Resolution, order the annexation of the area designated in accordance with the terms and conditions of this Joint Resolution. The City and Township agree that no alteration of the stated boundaries as described in the Joint Resolution is appropriate, that no consideration by Municipal Boundary Adjustments is necessary, and that all terms and conditions for annexation are provided for in this Joint Resolution.
9. This Joint Resolution shall be in full force and effect from and after August 1, 2003. This Joint Resolution may be amended or changed if mutually agreed upon by both parties upon the written joint resolution of the City and the Township duly executed and adopted by the City Council and the Township Board of Supervisors and filed with Municipal Boundary Adjustments (or its successor agency).
10. In the event that any portion of this Joint Resolution is declared null and void or unenforceable by a court of law, the validity of the remaining terms and provisions shall not be affected and the Joint Resolution shall be construed and enforced as if the Joint Resolution did not contain the particular term or provision held to be invalid.

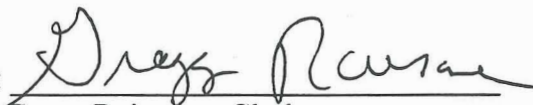
11. Upon request of either the City or the Township, the City and Township shall appoint committee members to meet and discuss proposed modifications to this Joint Resolution, including modifications to the orderly annexation area. This Joint Resolution may be amended from time to time by the City and the Township via a separate joint resolution filed with Municipal Boundary Adjustments or its successor agency.
12. The City and Township agree to share equally all fees related to the drafting and filing of this document. The City and Township shall pay their own respective attorney and planner fees related to the review of this document.
13. This Joint Resolution is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota in effect on the effective date of this Joint Resolution.
14. The terms, covenants, conditions and provisions of this Joint Resolution, including the present and all future attachments or exhibits, shall constitute the entire agreement between the parties hereto, superseding all prior agreements and negotiations. This Joint Resolution shall be binding upon and inure to the benefit of the respective successors and assigns of the City and Township.
15. The City and Township agree as follows:
 - a. Negotiation. When a disagreement over interpretation of any provision of this Joint Resolution shall arise, the City and the Township will direct staff members as they deem appropriate to meet at least one (1) time at a mutually convenient time and place to attempt to resolve the dispute through negotiation.
 - b. Arbitration. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, or are unable to negotiate an interpretation of any provision of this Joint Resolution, the parties may mutually agree in writing to seek relief by submitting their respective grievances to binding arbitration.
 - c. Adjudication. When the parties to this Joint Resolution are unable to resolve disputes, claims or counterclaims, are unable to negotiate an interpretation of any provision of this Joint Resolution or are unable to agree to submit their respective grievances to binding arbitration, either party may seek relief through initiation of an action in a court of competent jurisdiction. In addition to the remedies provided for in this Joint Resolution and any other available remedies at law or equity, in the case of a violation, default or breach of any provision of this Joint Resolution, the non-violating, non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Joint Resolution in accordance with its terms.

REC'D BY
MMB

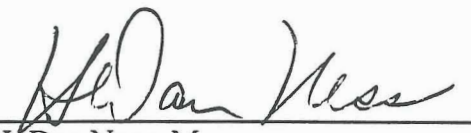
AUG 07 2003

Adopted by the Township Board of Supervisors for the Township of Alexandria this
21st day of July, 2003.


Roger Thalman, Board Chair

Attest: 
Gregg Raisanan, Clerk

Adopted by the City Council of the City of Alexandria this 23RD day of
JUNE, 2003.


H. Dan Ness, Mayor

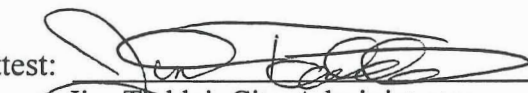
Attest: 
Jim Taddei, City Administrator

EXHIBIT B

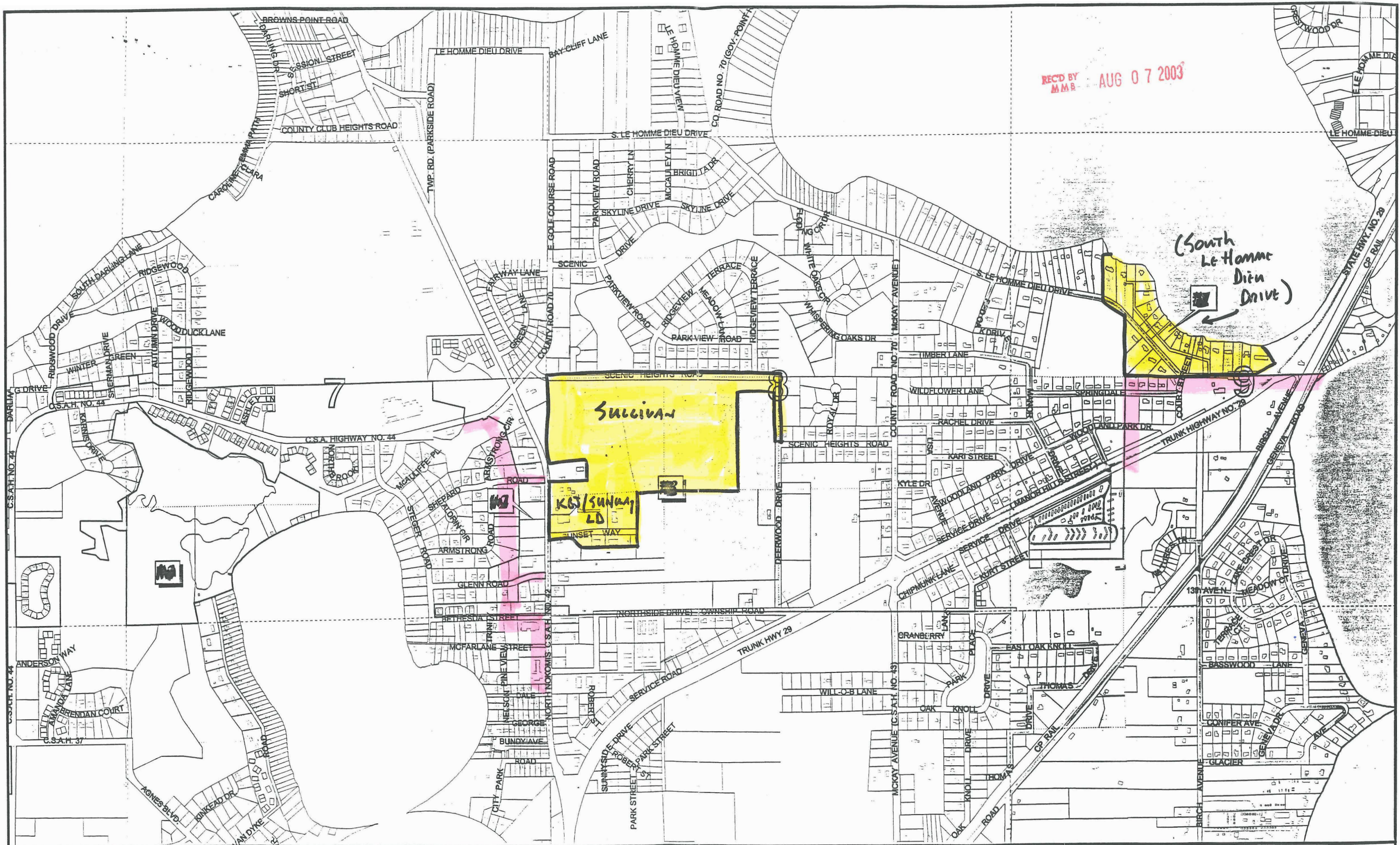
Municipal water will be extended within three years of annexation (or sooner subsequent to a petition for such improvement signed by a majority of the property owners of record). The process for such extension is as follows:

- **Preliminary Report:** The City will prepare a preliminary engineering report estimating the location, size and cost of the water lines. This information is shared with the affected property owners at a public hearing.
- **Cost Sharing:** The City shall pay 30% of the project cost of the transmission (trunk) lines. The benefiting property owners pay the balance, representing the cost of the distribution lines. This cost information is shared with the property owners at the time the preliminary report is presented.
- **Required Connection:** Once the water line project is undertaken, all new principal buildings subsequently constructed must connect to the public water system. (Any existing buildings using private wells are not required to connect to the City water system, but may do so at the owners' discretion.) When connection is made to the City system, any existing well must be disconnected from the potable water system. However, existing wells may continue to be used for non-potable purposes such as irrigation.
- **Well Capping:** The City will pay the cost to cap any private wells abandoned in favor of City water.
- **Assessment:** Even if connection is not made to the water system, an assessment will be levied against the benefiting property. The property owner has the option to pay the assessment up-front or request it be spread as a special assessment over ten years at the then current interest rate. (That interest rate is presently 7%.) The assessment charge is based on the engineering report as presented to the affected property owners at the public hearing.
- **Service Lines:** The property owner is responsible for installing the service line from the water main stub (located at the property line) to the building.

Street Lighting:


The City will provide streetlights to unlighted areas at no cost to the property owners, following study and recommendation by ALP. (Note that streetlights are *primarily* located at intersections, although additional lights may be located in longer than normal blocks.)

REC'D BY
MMB AUG 07 2003

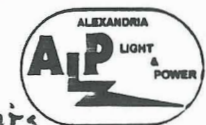


(South
Le Homme
Dit
Drive)

Orderly Annexation - Exception to Phasing

 = ANNEXATION AREA

City Limits



m:\projects\city_area.apr



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